



FRESH FRUITS INGREDIENTS, INC.,  
Opposer,

-versus-

GOLD RIBBON FOOD INC.,  
Respondent-Applicant.

X-----X

} IPC No. 14-2011-00542  
} Opposition to:  
} Appln. Serial No. 4-2011-005417  
} Date Filed: 12 May 2011  
} TM: "FIESTA"

### NOTICE OF DECISION

#### JIMENEZ GONZALES BELLO VALDEZ CALUYA & FERNANDEZ

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#### BADUEL\* ESPINA & ASSOCIATES


Counsel for Respondent-Applicant  
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Cebu City

#### GREETINGS:

Please be informed that Decision No. 2013 - 54 dated March 25, 2013 ( copy enclosed)  
was promulgated in the above entitled case.

Taguig City, March 25, 2013.

For the Director:

  
ATTY. EDWIN DANILO A. DATING  
Director III  
Bureau of Legal Affairs



<b>FRESH FRUIT INGREDIENTS, INC.</b>	}	<b>IPC NO. 14-2011-00542</b>
<i>Opposer,</i>	}	
	}	<b>Opposition to:</b>
-versus-	}	
	}	Appln. No. 4-2011-005417
	}	Date Filed: 12 May 2011
<b>GOLD RIBBON FOOD INC.,</b>	}	TM : <b>"FIESTA"</b>
<i>Respondent-Applicant.</i>	}	
	}	
x-----x	}	<b>Decision No. 2013- 54</b>

**DECISION BASED ON  
COMPROMISE AGREEMENT**

FRESH FRUIT INGREDIENTS, INC. ("Opposer"), filed on 06 February 2012 an Opposition to Application No. 4-2011-005417. This Bureau issued a Notice to Answer dated 17 February 2012 and served a copy thereof upon GOLD RIBBON FOOD INC. ("Respondent-Applicant"), on 23 February 2012. The Respondent-Applicant filed its Answer on 02 April 2012.

In compliance to Office Order No. 154, s. 2010 (*"Rules of Procedure for IPO Mediation Proceedings"*) and Office Order No. 197, s. 2010 (*"Mechanics for IPO Mediation Settlement Period"*), this Bureau issued on 18 April 2012 Order No. 2012-83 referring the case to mediation.

On 23 July 2012 the Alternative Dispute Resolution Services of this Bureau submitted a Mediator's Report indicating a settlement by the parties' of the case. Attached to the report is the parties' COMPROMISE AGREEMENT the pertinent portions of which read, as follows:

"1. The PARTIES recognize and acknowledge each other's right to use, apply for, register and maintain their trademarks 'FIESTA BRANDS AND DEVICE (Black and White)' and 'FIESTA TROPICALE' and 'FIESTA' in connection with their respective goods, as so stipulated in this Agreement.

"2. **GOLD RIBBON** hereby undertakes that:

a) The use and registration of its 'FIESTA' trademark in relation to goods under Class 29 shall be limited to what is enumerated and depicted in its Trademark Application No. 4-2011-005417, specifically canned good: namely, meat ball, meat ball with sauce, squid ball with sauce, shrimp ball, shrimp ball with sauce, and fish ball with sauce.

b) **GOLD RIBBON** or its subsidiaries shall not use and/or apply for registration of the mark 'FIESTA' for goods and/or finished products that are derived from coconuts, including, but not limited to the following: edible coconut oil, cooking oil, desiccated coconut, coconut milk powder, coconut cream, coconut milk, preparations made from cereals, bread, biscuits, cakes, pastry, confectionery, sauces, coconut water natural plus variants, among other; and

c) Should **GOLD RIBBON** or its subsidiaries desire to enter into food production, manufacturing, sale or distribution of goods and/or finished products that are derived from coconuts, such as those enumerated in the preceding paragraph, **GOLD RIBBON** or its subsidiaries shall not use the trademark 'FIESTA' in whole or as a part of a mark.

"3. **FFI**, on the other hand, agrees and undertakes:

(a) To withdraw its opposition to, and allow the registration of, the trademark 'FIESTA' in class 29 limited those items enumerated and depicted in its Trademark Application No. 4-2011-005417 and to the terms and conditions present of this compromise agreement;

(b) **FFI** and subsidiaries shall not use or apply for registration the mark 'FIESTA' trademark in relation to goods under Class 29 specifically frozen or canned meat products;

(c) Should **FFI** or its subsidiaries desire to enter into production, manufacturing, sale or distribution of frozen or canned meat products, **FFI** or its subsidiaries shall not use the trademark 'FIESTA' in whole or as a part of a mark.

"4. This Compromise Agreement shall be limited to the territory of the Philippines and shall bind the Parties, their assignees or successor-in-interest exclusively.

"5. The parties hereby release, waive and quitclaim any and all claims or causes of action against each other related to or involved in any of the matters alleged in IPC No. 14-2011-00542.


"6. The parties undertake to observe the terms and conditions of this Agreement in utmost good faith.

"7. Each party shall bear its respective expenses, including but not limited to attorney's fees, incurred in this case.

"8. This Agreement shall become effective and enforceable immediately upon approval by the IP Phil of a duly signed copy thereof.

This Bureau evaluated the COMPROMISE AGREEMENT and finds that the same has been duly entered into by the parties with the terms and conditions thereof not contrary to law, morals, good customs, public order or public policy.

Accordingly, an approved Compromise Agreement shall have the effect of a decision or judgment on the case and shall be enforced accordingly in accordance with the pertinent rules of IPO and the Rules of Court.<sup>1</sup>

**WHEREFORE**, premises considered, the parties' COMPROMISE AGREEMENT is hereby **APPROVED**. Accordingly, the parties are hereby enjoined to comply with the terms and conditions set forth therein. Let the filewrapper of trademark Application Serial No. 4-2011-005417 be returned, together with a copy of this Order to the Bureau of Trademarks (BOT) for information and appropriate action. 

<sup>1</sup> Office Order No. 154 Series of 2010

**SO ORDERED.**

Taguig City, 25 March 2013.

  
**ATTY. NATHANIEL S. AREVALO**  
Director IV  
Bureau of Legal Affairs

